

1907-045 Chancery Causes: Elizabeth R. Smith vs. J. K. P. Legg to
Lee Co.

Gates, Morris, Witt, Huff, Baker, Barker

CA-Contract Dispute

T-Property

Vices

Women

TO THE HONORABLE H.A.W.SKENS, JUDGE OF THE CIRCUIT COURT
FOR LEE COUNTY, VIRGINIA:

Your oratrix, Elizabeth R. Smith, would respectfully show unto your honor that she was the natural child of B.W. Baker, of Lee County, Virginia, and that by deed bearing date the 1st. of January 1875, the said B.W. Baker and Elizabeth Baker, his wife, conveyed to your oratrix a certain tract or parcel of land in Lee County, Virginia, situated in the Crab Orchard, and bounded as follows:

BEGINING on a spruce pine corner to H.F. Baker's line on Wells Branch, thence north with same line to two black gums corner to H.F. Baker's land, thence east to two black gums on the top of the ridge, thence north-west to a water birch on the bank of Big Crab Orchard, thence up with the meanders of the said creek to a stake, thence up with the meanders of the same creek 42 poles to a stake, S. 30 E. 66 poles to a stake on said Wells Branch, and won with the meanders of the same to the Beginning. Supposed to contain 45 acres more or less.

Your oratrix would further show unto your honor that pursuant to said deed she took possession of said tract of land and held same as her own until the 4th. day of November 1886.

Your oratrix would further show unto your honor that on the -----day of ----- 187----- she married with one Samuel L. Smith, or Lodge as he is also known.

Your oratrix would further show unto your honor that her husband, Samuel L. Smith contriving to wrong, cheat and defraud her out of her little patrimony, entered into an agreement with one J.K.P. Legg, by which he agreed to sell above boundary of land deeded to your oratrix by her father B.W. Baker in consideration of a set of black-smith tools worth perhaps \$10.00 or \$15.00.

Your oratrix would further show unto your honor that she refused to agree to the contract made by her husband with the said J.K.P. Legg, and refused to adjoin in a conveyance to the said Legg for a long time, and her husband, Samuel L. Smith, commenced to abuse her and threatened to beat her, and ^{to} kill ~~ed~~ her father B.W. Baker, if she did not sign the deed to the said Legg. That on one occasion her husband, said Samuel L. Smith, drew a gun on B.W. Baker, her father, and threatened to shoot him if she did not sign said deed. That fearing bodily injury from the said Smith, and in order to prevent him from killing her father, B.W. Baker, under protest and against her will and consent, she did sign on the 4th. day of November 1886, the deed or paper purporting to convey the tract of land conveyed to her by her father the 1st. day of January 1875, to the said J.K.P. Legg.

But your oratrix alleges and most emphatically states that said act of hers in signing the said conveyance was not her free and voluntarily act, but she signed the said paper under duress, and fear of her husband Samuel L. Smith, ^{personal injury by} and fear ^{That he would kill her father} that he would kill her father.

Your oratrix would further show unto your honor that the said J.K.P. Legg was cognizant of the force and duress her husband, Samuel L. Smith, was exerting over her in order to force her to sign the deed to the said Legg, and that it was with his knowledge and consent and she believes was done at the instance and request of the said J.K.P. Legg.

Your oratrix would further show unto your honor that ever since the day she was forced to sign said conveyance, she has been under the influence ^{duress} and controll of her husband, Samuel L. Smith, up to a few months ago when his conduct became so disreputable ^{Threatening} and unbearable that she left him and refused to live with him any longer.

Your oratrix would further show unto your honor that she is informed, believes and charges that the said J.K.P. Legg did on the 1st. day of March, 1894, convey said tract of land

to his son U.S. Grant Legg, and his daughter Jane Gates, wife of E.J. Gates, Nervesta M.K. Morris, wife of Irvine Morris, Nora B. Legg, now the wife of Emmerson Witt and Corea M. Legg, now the wife of W.M. Huff. That his conveyance was made by the said J.K.P. Legg in order to hinder, delay and defraud his creditors, and was without valuable consideration, *and for the purpose of defrauding your oratrix*

The premises considered the prayer of your oratrix is that the said J.K.P. Legg, U.S. Grant Legg, Jane Gates ~~and her husband, E.J. Gates~~, Nervesta M.K. Morris ~~and her husband Irvine Morris~~, Dora B. Witt ~~and her husband Emmerson Witt~~, Corea M. Huff ~~and her husband W.M. Huff~~ and Samuel L. Smith, be made parties defendant to this bill and required to answer the same, but answer under oath is hereby waived. That upon a hearing hereof said alleged deed from your oratrix to the said J.K.P. Legg dated the 4th. day of November 1886, and the deed from J.K.P. Legg to his children dated the 1st. day of March 1894, be vacated, set aside and held for ~~no~~ nought. And for all such other general and special relief as is suited to her cause and to equity belongs.

And in duty bound she will ever pray &c.

C.B. Duncan & W.S. Mathews, P.Q.

Pliffs.
Costs:

Clerk. \$7.33
Sherriff. \$6.00
Atty. 0.00
Depts. 2.50
\$15.83

Depts. Costs Recorred

Clerk, \$1.80
Atty 15.00
\$16.80

Elizabeth Smith

vs { Rice In Chy.

J. K. P. Legg vs

Filed May 1st 1907.

H. C. Ewing, clerk.

1907 1st May Rules

Bill filed. Spa ex-
cuted + D. N.

1907 2nd May Rules

D. N. Confirmed &
Cause set for hearing

W. S. Matthews
Attorney at Law
Big Stone Gap, Va.

ELIZABETH R.SMITH, Complainant.

Vs.

In Chancery.

J.K.P.LEGG ET AL, Defendants.

To the Hon H.A.W.Skeen, Judge of the Circuit Court of Lee County:

The joint answer of J.K.P.Legg, Elizabeth J.Gates, E.J.Gates, U.S.Grant Legg, Nervesta M.Morris, A.Ervin Morris, Dora B.Witt, Emerson E.Witt, Cora R.N.Huff and Wm.H.Huff to a bill of complaint filed in this honorable court by Elizabeth R.Smith against them and one Samuel L.Smith, and for answer to said bill or to so much thereof as they are advised it is material for them to answer, answering they say:

THAT they suppose it is true that B.W.Barker and Elizabeth, his wife, by a deed dated the 1st day of January, ~~1875~~ 1875, and recorded in D.B.No.18, page 258 of the Clerk's office of this county, conveyed the tract of land described by meets and bounds in said complainant's bill, to her; a certified copy of which deed is here filed, marked exhibit "A", and prayed to be taken as a part of this answer. It will be observed from the reading of said deed that said B.W.Barker and wife reserved to themselves the possession and use of said land for and during their natural lives, or until they of their own accord saw fit to deliver the use and possession thereof to the Complainant, and also the said Complainant by the terms of the said deed was to maintain or at least contribute to the support and maintainance of the said B.W.Barker and wife.

Your respondents will further show unto your honor that after the said B.W.Barker and wife made to said complainant said deed to said land, with the charges and reservations attached thereto, she conveyed ~~the~~ a partion thereof, -from 3 to 5 acres to one J.E. DeBusk, another portion thereof, -about ten acres to one H.Frances Barker, and the residue thereof to your respondent J.K.P.Legg, by a deed, dated the 4th day of Nov., 1886, and not the whole tract as alledged in said Bill. The deed of said Complainant is here

filed, marked "B", and prayed to be taken as a part of this answer.

Your respondents will further show unto your honor that some time after the death of said B.W. Barker, (the exact time can not be stated, because of the loss of papers in the files of the suit), his wife Elizabeth Barker instituted in the Circuit Court of this county on the chancery side thereof, a suit against the said complainant and your respondents, J.K.P. Legg and his wife Malinda for the purpose of having among other things her rights of support and maintainance ^{set up} against the said land mentioned in complainant's bill; that after ^{certain} proceedings were had on her bill, on Nov., 17, 1894, a judgement and decree was rendered against the said complainant in this bill, in said suit in favor of said Elizabeth Barker for the sum of \$100.00, and \$51.51 costs, and the semi-annual sum of \$30.00 to be paid her by the said complainant; a certified copy of which decree is here filed marked "C", and prayed to be taken as a part of this answer; that said complainant in this suit failed to pay to said Elizabeth Barker said Judgement as decreed aforesaid, and thereafter the said Elizabeth Barker, at the first Spetember rules, 1895, filed her amended bill, setting forth the fact of said judgement and decree, and the conveyance of said land to the said J.K.P. Legg by the said Elizabeth R. Smith, and alleging among other things, that said conveyance was voluntary and faraud~~k~~ulently made with the intent to hinder and delay the said Elizabeth Barker in the collection of her said judgement; a certified copy of which amened ^d bill is here filed marked "D", and prayed to be taken as a part of this answer. To this amened ^d bill said Elizabeth R. Smith appeared, and on Nov., 9th, 1895, filed her answer or plea to said amened ^d bill, and in which she plead that she had not been served with proress before said judgement was taken, and contended that said judgement was null and void; a copy of which answer or plea is here filed marked "E", and prayed to be taken as part of this answer.

Your respondents will further show unto your honor that the said J.K.P.Legg and his wife, Malinda L.Legg, also on the 9th day of Nov., 1895, filed their demurrer and answer to said amended bill, a copy of which is here filed marked, exhibit "F", and prayed to be taken as part of this answer; that at the same term of the said Circuit Court, to-wit, on the 15th day of Nov., 1895, the said Elizabeth Barker filed in said cause, and as an answer to said answers of said ~~defendants~~ defendants in said cause, a "special Replication"; a certified copy of which is here filed marked "G", and prayed to be taken as part of this answer; that on the pleadings thus made up in said cause, a large number of depositions were taken, and on the 9th day of Nov., 1897, said cause was submitted to the Circuit Court of this County for trial, and thereupon said court rendered an opinion and decreed that the question of fraud raised by Elizabeth Barker by a "Special Replication" to ^{the} answers aforesaid, could not be set up such pleading, but only by an amended or supplemental bill, and remanded the cause to rules for that purpose; a copy of which order is here filed, marked "H", and prayed to be taken as part of this answer.

Your respondents will further show unto your honor, that nothing in so far as adjudicating said cause was done until at the 2nd, Oct., Rules, 1899, at which time said Elizabeth Barker filed her second amended bill against the said Elizabeth R. Smith, and J.K.P. & Malinda L.Legg; a certified copy of which is here filed, Mrked "I" and prayed to be taken as part of this answer; and as will be seen from a reading of this last amended bill, said Elizabeth Barker clung to the said Judgement or decree of Nov., 17th, 1894, and plead fraud in the procurment of the release deed mentioned in said answers of said Elizabeth R. Smith and J. K.P.Legg and Malinda L.Legg.

Your respondents will further show unto your honor that the said Elizabeth Barker again for the third time on or about the the 8th

day of June, 1901, filed another amended bill, making Samuel L. Smith as well as said Elizabeth R. Smith, J.K.P. & Malinda L. Legg parties defendants to said cause; a certified copy of which amended bill marked "J", is here filed ~~marked~~ as part of their answer. And thereupon as the case was then made up, the defendants to this last amended bill appeared and filed on June, the 8th, 1901, their joint answer and demurrers; a certified copy of which is here filed marked exhibit "K", and prayed to be taken as a part of this answer, and to which answers the said Elizabeth Barker replied generally, as appears from an order of said court, on June, 8th, 1901; a certified copy of which is here filed marked "L", and prayed to be taken as a part of this answer.

Your respondents will further show unto your honor, as the pleadings were made up in said cause, the said court entered a decree therein on the 16th day of ^{Nov} ~~March~~, 1902, whereby said release deed or contract, dated the 4th day of Nov., 1894 was set aside, and further adjudged and decreed that said Elizabeth R. Smith, and ~~said J.K.P. Legg~~ pay to said Elizabeth Barker the sum of \$100⁰⁰ each, and ^{\$51.51} ~~the~~ costs of ^{a former suit, and several} said suit; and further decreed that that part of said tract of land mentioned in ~~xxxx~~ this suit, which was conveyed by said complainant on Nov., 4th, 1886, to said J.K.P. Leggs be sold if said recovery was not paid in 30 days after the date of said decree, and R.T. Irvine by said last named order was appointed a special commissioner to carry into effect said decree, and to make sale of said land; a copy of which order is here filed marked "M", and prayed to be taken as a part of this answer; that the said Irvine in pursuance to said last named order did sell said land mentioned in said deed of Nov., 4th, 1886, on the 17th day of Feb., 1902 for the sum of \$200.00 to one E.S. Flanary, which sale he duly reported in said cause, and said sale was duly confirmed by said court in vacation on March, ^{24th} ~~24th~~, 1902; a copy of which order is here filed marked "N: and prayed to be taken as part of this answer. Your respondents have not been able to find said report of sale to said Flanary; that said

that the sums of money are shown by said decree, and that they were shown upon the land sold for in this suit

Irvine filed his further report on July, 10th, 1903, showing that said Flanary had fully paid for said land; a copy of which report is here filed marked "O", and ~~pp~~ prayed to be taken as a part of this answer, and by another decree entered in said cause on the 10th day of July, 1903, the court confirmed said last report, and directed the said Irvine to make to he said E.S. Flanary a deed to said land, a certified copy of which order is here filed marked "P", and prayed to be taken as part of this answer, and in pursuance to said last named order said Irvine, as a special Commissioner, on July, 10th, 1903, by a deed conveyed to said E.S. Flanary said land, which deed is here filed marked "Q", and prayed to be taken as a part of this answer.

any
Your respondents alledge and are advised that, and every interest of said Elizabeth R. Smith in and to said land, if any any she had, (and they deny she had any at that time or at any other time since Nov., 4th, 1886, because of her deed of conveyance to J. K.P. Legg on Nov., 4th, 1886), became and was vested in said E.S. Flanary ~~all her interest in said land~~ by virtue of the proceedings aforesaid in said Barker suit, and she is now estopped to set up her false charge of fraud in conveying said land to said J.K.P. Legg, on Nov., 4th, 1886, against the said E.S. Flanary or those claiming under him.

Your respondents alledge and charge that on the 20th day of July, 1903, the said E.S. Flanary and wife by deed conveyed the identical land mentioned in said Irvines report to your respondent J.K.P. Legg, as evidenced by the original deed of said Flanary and wife to said J.K.P. Legg, and here filed marked "R", and prayed to be taken as part of this answer.

Your respondents will further show unto your honor that on the _____ day of Nov., 1906, they leased by a written contract to the KEOKEE COAL & COKE COMPANY, a Corporation a boundary of land which includes the land in this case in controversy; a copy of which lease is here filed marked "S", and prayed to be taken as a part of this answer; and on account of said lease said Keokee

Coal & Coke Co., should be made a party to this suit before it is finally adjudicated.

Your respondents allege that the said complainant in this suit and her her husband conveyed only a part of the land conveyed to her by B.W.Barker and wife to said J.K.P.Legg, as shown by exhibit "B" aforesaid; but they deny that said Samuel L. Smith entered into any kind of agreement whatever with the said J.K.P.Legg to cheat, wrong and defraud the complainant in this suit out of the said land conveyed to said J.K.P.Legg by her; and they and each of your respondents deny that with any knowledge or consent of said J.K.P.Legg said Samuel L. Smith abused, threatened to assault or in any way did ill treat the said Elizabeth R. Smith, or her father, the said B.W.Barker, in order to procure her to make and sign her said deed ~~and~~; they deny that said Samuel L. Smith with the knowledge, consent or approval of said J.K.P. Legg ever drew any gun on said B.W.Barker and threatened to kill him, in order to obtain or procure the said Complainant's deed for said land. But on the contrary, your respondents say that said Elizabeth R. Smith freely and willingly and without any restraints, and for a valuable consideration, and without any threats or intimidations offered either to her or to her father, she made her said deed to said land to said J.K.P.Legg, and your respondents never heard of of the false charges made against the said J.K.P.Legg in taking said deed until this suit was brought.

Your respondents deny that said plaintiff has ever since ^{the date of} her said ^{deed} of Nov., 4th, 1886 to said J.K.P.Legg, been under the influence, control and restraint of her husband, Samuel L. Smith, or any other person; but on the contrary; that since the date of said deed, she has repeatedly been away and had lived separate from her said husband for months in at a time; that ~~sinee~~ said suit of Elizabeth Barker Against the said J.K.P.Legg and the plaintiff in this suit, at no time during the pendency of said suit did she in any way intimate she was forced to make her said deed, but on the contrary in said suit she admitted she had conveyed said land freely and for a valuable consideration, as

J. K. P. Segg et al
ads. } Answer

Elizabeth R. Smith
Filed Sept 18 1907.
H. C. P. Evans Clerk

To the Hon. H. A. T. Sherr,
Judge of the Circuit Court
for Lee Co.

The defendant of J. H. P.
Ligg, v. S. Grant Ligg, Jane
Ligg, E. J. Gates, Norweta M.
H. Morris, ^{Sora B. Hitt, Emerson Hitt}
Leona M. Huff, and W. M.
Huff to a bill of com-
plaint filed against them
and Anne S. Smith by
Elizabeth R. Smith, and
for grounds of divorce
says:

(1) Because E. J. Gates, Irvine
Morris, ^{Emerson Hitt} and W. M. Huff are
made parties to said suit
without showing any
reason therefor other
than they are husbands
of Jane Gates, Norweta M. H.
Morris and W. M. Huff
respectively;

(2) Because the cause
alleged, is not asserted
to continue until the bring-
ing of this suit; and

(3) Because she does
not allege in her bill
that U. S. Grant Ligg,
Norweta M. H. Morris, Sora
B. Hitt, & Leona M. Huff

at the time, to-wit, on 1st day of March, 1894, were parties to, or knew of the ^{alleged} fraud and duress of their father, J. K. P. Sigg in procuring from said plaintiff her deed of Nov. 4th 1886;

(4) Because the fact that the deed of J. K. P. Sigg dated the 1st day of March, 1894 to said U. S. Grant Sigg, Jane Hates, Ernesta M. H. Morris, Lora B. Witzel, Lora M. Shuf was voluntary and therefore valid as to Sigg's creditors, is no ground for allowing said plaintiff to set up her alleged duress and fraud as the fact of J. K. P. Sigg in procuring said plaintiff's said deed, especially since more than five years has elapsed since the date of said deed, and no secret is alleged on the part of said vendors at the time said deed was made.

(5) Because the Complaint on the face of her bill

shows she has been guilty
of gross laches in the
assertion of her alleged
rights.

(6) If the plaintiff's allegations are true
as to ~~the~~ ~~conduct~~ of her husband it was
her duty to ~~do~~ leave him sooner.
She shows no reason why she could
not and should not have left him
many years before the bringing ~~to~~ of
this suit, and have brought this suit
promptly thereafter.

R. T. Irvine and
Pennington Bros for
said Defendants.

J. H. P. Sigg et al

advs Tennessee

Elizabeth P Smith

~~_____~~
~~_____~~

Elizabeth R. Smith Plaintiff
vs. J. H. P. Legg et al Defendants
In Chancery

This cause came on
this day to be heard upon
the bill of the Plaintiff
and the answer of said defend-
ants, and exhibits filed
with said answer and was
argued by Counsel;

On consideration of all
which are for reasons ap-
pearing to the Court it is
adjudged, ordered and
declared that said Complain-
ant's said bill be and
is hereby dismissed, and
it is further ordered that
said defendant recover
from said Plaintiff
their costs in this behalf
expended for which re-
action may issue.

And this cause is
stricken from the docket.

Aligath R Smith

and some

J. H. P. Saggital

Entered in C.C.P.
Vol. 8, page 355

Enter this
Dec 20 1907
H. C. W. S. W.

Elizabeth R. Smith Plaintiff

vs.

J. R. P. Legg et al Defendants

On the calling of this

cause on a team of the de-
fendants they were allowed
to file their joint answer
to said bill which is accord-
ingly done and the plaintiff
reples generally thereto.

And on motion of said de-
fendants the deposition of
Lam. S. Smith filed in this
cause this day is quashed
with leave to said plaintiff
to retake the same if she
is so advised.

And this cause is con-
tinued

Elizabeth R. Smith
vs. J. D. Green No. 1

J. K. P. Legg et al

Entered in C.B.
#8, page 325

Entered this Sept. 19/07
H. A. W. Blum

Elizabeth R. Smith Plaintiff
vs. } In Chancery
J. H. P. Legg et al } Defendants
This Cause came on this
day to be heard upon the
bill of the Complainant and the
demurrer in writing of J. H.
P. Legg, U. S. Grant Legg, Jane
Gates, Rosa B. Witt, Leonard &
Huff, Norcross M. H. Morris
and was argued by Counsel
On consideration of all
which, it is ~~ordered~~ adjudged
ordered and decreed that
the first & second grounds
of demurrer be and the
same are hereby sustained
but on motion of the Com-
plainant leave is granted
her to amend her said bill
by striking out of her bill
E. J. Gates, Irvine Morris, H.
M. Huff & Emerson W. Witt
as defendants therein, which
she did, and by amending
her said bill as shown in
pink on the same; and the
said defendants are adjudged
their costs on said demurrer.
And on motion of said de-

2
defendants, the return of
of the sheriff as to the
service of the process on
said Samuel L. Smith
was not sufficient, and
the return of said sheriff as
to said Smith is hereby
quashed and said plaintiff's
bill as to said Smith is
hereby remanded to rules.

Elizabeth R. Smith

vol } Series
no. 1

J. K. P. Fitzgerald

Entered in C.O.B.
#8, page 284 &c -

Enter this
May, 21 - 1907
H. A. W. S. Ives

Elizabeth R. Smith

vs

J. R. P. Legg et al

The defendants in this
move to quash the deposi-
tion of Sam. R. Smith taken
in this case on the 14th day
of Sept. 1907. and filed
in this case on the 19th day
of Sept. 1907 for the
following reasons:

(1) Because the same
was taken without reasonable
notice being given to the
defendants of the time
& place of the taking of
said deposition

(2) Because the said
Smith is not a competent
witness in this case, he
being the husband of said
Complainant

(3) Because the same
does not show to have been
taken before an officer
competent to administer an
oath.

Wm. H. Brod P. G.

Notice to take Depositions.

[Code §§3359-68; 4 Min Inst. (2ed.), 745 & seq.; 2 Dart Chy. Prac. (2ed.), p 783 & seq.; Hurst's Guide & Manual, p. 16 & seq.]

To J.K.P.Legg, U.S. Grant Legg, Hane Gates, wife of E.H. Gates,
Nervesta M.K. Morris, wife of Irvine Morris, Dora B. Witt, wife
of Emmerson Witt, Cora M. Huff, wife of W.M. Huff.

Take notice, that I shall, on the 14 day of September, 1907, at
The Residence of Henry Singleton
in Perry County, Kentucky, between the hours of 9, A. M., and
6 P. M., on that day, proceed to take the depositions of S.L. Smith
and others, to be read in the evidence in my behalf, in a certain suit in equity depending in the
Circuit court for the county of Lee, Virginia wherein you are
defendants and I am plaintiff
and, if, from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taken of the same will be adjourned and continued from day to day, or from time to time, at the same place and between the same hours, until the same shall be completed.

Respectfully yours,

Elizabeth R. Smith by

C.T. Duncan & W.S. Mathews her Att'y.

[When parties live within a convenient distance, five day's notice usually given, is although less may suffice. In other cases, ten to fifteen days will not be too much—4 Min. Inst. (2nd ed.), 1647.]

Elizabeth C. Smith
Notice to take
to Separeleons

J. R. Legg Stal.

14 Sept 1907

Received by
Delivering a true
copy of the within
to J. R. Legg

as Grant Legg

Jane Gates

Marveta M. Morris

Dora B. White

Cora M. Huff

this Sept 10 1907

J. J. Hughes D. L.

for J. M. Ball

L. L. C.

The Deposition of S.L.Smith taken at the residence of Henry Singletons in the County of Perry, in the State of Kentucky on the 14th. day of September, 1907, pursuant to notice hereto attached to be read in evidence in behalf of plaintiff in certain suit now pending in the Circuit Court for Lee County Virginia, wherein Elizabeth R. Smith is plaintiff and J.K.P. Legg and others are defendants.

PRESENT: *J.M. Clark State for Plaintiff*
defendants not Present - In person or ally

Samuel L. Smith a witness of lawful age being first duly sworn deposes and says:

Q State your name, age, occupation, place of residence and if you are the husband of the plaintiff in the above and titled suit? *Samuel P. Smith*

Farmer by occupation and Reside in Perry Co Ky
Yes I am the husband of the Plaintiff Rebecca Smith

Q.2. State if you are acquainted with the circumstances under which the deed from Elizabeth R. Barker, now the wife of Samuel L. Smith conveyed a certain tract of land in Crab Orchard Lee County, Virginia to J.K.P.Legg by deed bearing date the 28th. day of February, 1887? If so, state whether the said Elizabeth R. Barker (Or Smith) executed said deed willingly or whether or not she was induced to sign the same by threats of violence to her or her Father, D.W.Barker? *Yes.*
She cannot sign the deed against his will to keep
down trouble between her people and my self.

Q. State whether or not J.K.P.Legg ~~now~~ knew of the force or threats which was to induce the said Elizabeth R. Barker (Or Smith) to sign the said deed?

I can yes Sir he knew that the old man
Barker was oppose to no trading - the
land

(Question) (2)

What did Segg pay you for said
land.

(Ans) I got a set of Carpenter Tools and
a part of a set; and some coffee
and maybe some other things

(Question) about how much do you
think you got is all, is that?

(Ans) Well I think the Carpenter Tools will
have been worth about \$10 or \$15 - and
I do not remember just how much other
stuff I got - but I will have ^{been} as much

Question \$5 - you so of Segg paying your wife
any thing for said land?

(Ans) I do not remember of his paying her
any thing

Question did you and B. W. Barker have a
rocket at H. P. Hyatt's about or just before
you sold said land to Segg.

(Ans) Yes sir I think we did.

Question did you at or near that time

(Ans) Draw a gun on old man B. W. Barker,
yes sir I think so; a gun or Pistol;

Question did J. H. P. Segg, no. of you and
old man Barker, and your wife
having trouble over the sale of said
land to him.

(Ans) Yes sir he knew it.

Question did old man Barker give your wife
full possession of said land at the time
you went on it & built the house on it?

(Ans)

Yes sir that was my understanding.

Trustion has your Wife Elizabeth R Smith
blamed said land since she signed.

Said Deed to Sigg.

(Ans) She thinks she was going to try and
get it back.

Samuel L. Smith

State of Kentucky,

County of Perry, To-Wit:

I L. S. Horn ----- a Deputy -----

in and for the County and State aforesaid, do certify that
the deposition of Samuel L. Smith was taken, sworn to and
subscribed before me at the time and place and for the purpose
mentioned in the caption.

Given under my hand this the 14th. day of September,
1907.

L. S. Horn E. P. C.

Elizabeth R. Smith
vs { Deposition
J. H. D. Legg, et al.

Filed Sept 19, 1907.
J. C. D. Ewing, Clerk.
Cost of Deposition

\$2.50

Paied

Received by mail in
good condition and filed
on this the 19th day of
September, 1907.

J. C. D. Ewing,
Clerk.

Lee Circuit Court

Elizabeth Barker,

v.

Commissioner's Report of Sale

Elizabeth R. Smith, et al.

To the Honorable H. A. W. Skeen,

Judge of the Lee Circuit Court, Virginia:

The undersigned, your special commissioner, appointed herein by decree of your Honor's Court rendered at the November term, 1901, begs leave to report that no part of the sums decreed for in said cause were paid, and your commissioner gave the bond required of him by said decree, and advertised the sale of said lands, in all respects as required to be, and sold the same at the front door of the Court House of Lee County on February 17, 1902, that being the first day of the February term of the County Court of said County, upon the terms required by the said decree for sale. He sold said two tracts of land in separate parcels, and E.S. Flanary became the purchaser of the Malinda L. Legg^{tract}, being the tract which was conveyed by B. W. Barker and wife to Malinda L. Legg by deed dated January 1st, 1875, of record in the Lee County Court Clerk's Office, a copy of which was filed as an Exhibit " E " with the plaintiff's bill. The amount the said Flanary paid was \$130.00 for said land, that being the highest bid offered therefore. He sold the second of the said two tracts of land to the said E. S. Flanary at the price of \$200.00, said tract being the land which was conveyed by the said Elizabeth R. Smith to J. K. P. Legg by deed dated November 4, 1886, and recorded in Lee County D. B. 22, page 77, being part of the tract of land which was conveyed by B W. Barker and wife to the said Elizabeth R. Smith, formerly Barker, by deed dated January 31st, 1875, a copy of which deed is filed as Exhibit " D " with the plaintiffs bill. The said Flanary paid to your commissioner the sum of \$110.00 in cash, and ^{two} executed his notes, each \$110.00, bearing date Feb'y 17, 1902, and

(2)

due in one and two years from date of sale, respectively, bearing interest from date with personal security, and your commissioner also retained the title to said land to further secure said sums of purchase-money.

The commissions of sale amounted to \$15.60, and the costs of this suit are \$_____. Your commissioner holds the purchase-money paid to him and the notes taken by him subject to the future of your Honor. Your commissioner returns herewith a copy of the advertisement of sale, with the certificate of the Clerk attached thereto that bond was given.

All of which is respectfully submitted this the 17th. day of February, 1902.

R. T. Dineen

Special Commissioner.

The SOUTHWEST VIRGINIAN Book and Job Print, Jonesville, Va.

Elizabeth Barker Plaintiff, } In the Circuit Court of
against
Elizabeth, R. Smith et al Defendants. } Lee County

I, A. B. Mursey, Clerk of said court, certify that the bond required of the Special Com-

missioner by the decree in said cause of 16th day of November 1901,
has been duly given.

Given under my hand this 9th day of January 1902

A. B. Mursey Clerk

Lee Circuit Court

Elizabeth Barker,

v.

Commissioner's sale of lands

Elizabeth R. Smith, et al,

As special commissioner in the above styled cause, and pursuant to a decree rendered therein at the November term, 1901, of the Lee Circuit Court, I will expose to sale at public outcry at the front door of the Court House of Lee County on

MONDAY, FEBRUARY 17TH., 1902

that being the first day of the February term of the County Court of said County, the lands in the bill and proceedings mentioned, said lands being

First: All that certain tract of land situated in the Upper Crab Orchard in Lee County, Virginia, which was conveyed by B. W. Barker and wife to Malinda L. Legg by deed dated January 1st, 1875, of record in the Lee County Court Clerk's Office, a copy of which is filed as Exhibit " E " with the plaintiff's bill.

Second: All that certain tract of land which was conveyed by Elizabeth R. Smith to J. K. P. Legg by deed date November 4th, 1886, and recorded in Lee County D. B. 22, page 77, which tract is a part of a tract of land which was conveyed by B. W. Barker and wife to the said Elizabeth R. Smith, formerly Barker, by deed dated January 1st, 1875, a copy of which is filed as Exhibit " D " with the plaintiff's bill.

TERMS OF SALE

The terms of said sale are one-third cash in hand as to each of said tracts of land or so much of said land as may be necessary to bring the sums decreed against the same, and the balance of said purchase price in one and two years from date of sale, the purchaser to execute his notes with personal security payable to the commissioner, bearing interest from date, and the said commissioner also to retain the title to the said land to further secure said sums of purchase money.

R. T. Irvine Special Commissioner

Elizabeth Barker,
v. { Commissioners
 { Report of Sale

Elizabeth R. Smith, Ad.

Filed February 18th 1902
A. B. Mursey Clerk

L. T. HYATT,
ATTORNEY AT LAW,
JONESVILLE, VIRGINIA.

Virginia,

At a Circuit Court continued and held for Lee County at the Court-house thereof on Saturday November 16th 1901

Elizabeth Barker Plaintiff

Vs In Chancery.

Elizabeth R. Smith, et al Defendants.

Decree Final.

This cause came on again this day to be heard upon the papers formerly read herein, and the first and second amended bills filed herein as well as the original bill, and the demurrers and answers to all of said bills, demurrers overruled, and replications to said answers, and the depositions of witnesses and the exceptions thereto and exhibits therewith, and the exhibits with the pleadings, and agreements in writing of counsel, and was argued by counsel; and it appearing that all the defendants herein both to the original bill and the amended bills, have been regularly and properly served with process or have answered herein, and the said cause is now ready for a final hearing; it is thereupon adjudged, ordered and decreed that the release deed from the Plaintiff, Elizabeth Barker, to Samuel L. Smith, filed as Exhibit "L" with the answer of Malinda L. and J. K. P. Legg, at the November term, 1895, of this Court, be and the same is hereby annulled, set aside and held for naught; and further that the Plaintiff, Elizabeth Barker, recover of the Defendant, Elizabeth R. Smith, the sum of One Hundred Dollars, with interest from November 17, 1894, and Fifty One Dollars and Fifty-one cents (\$51.51) costs of the former suit referred to herein, and also the following sums with interest thereon, to-wit; \$15.00, with interest from May 17, 1895; \$15.00, with interest from Nov. 17, 1895; \$15.00, with interest from May 17, 1896; \$15.00 with interest from Nov. 17, 1896; \$15.00 with interest from May 17, 1897; \$15.00, with interest from Nov. 17, 1897; \$15.00, with interest from May 17, 1898; \$15.00, with interest from Nov. 17, 1898; \$15.00, with interest from May 17, 1899; \$15.00, with interest from Nov. 17, 1899; \$15.00, with interest from May 17, 1900; \$15.00, with interest

from Nov. 17, 1900; \$15.00, with interest from May 17, 1901; \$15.00, with interest from Nov. 10, 1901, and the costs of this suit, for which sums execution may issue; but of the foregoing amounts one hundred dollars (\$100.00), with interest from November 17, 1894, and fifty one dollars and fifty one cents (\$51.51), costs of the suit, are the same sums which were adjudged in favor of the said plaintiff against the said defendant, Elizabeth R. Smith, by the decree of November 17, 1894, which is referred to in the bill and proceedings in this cause.

And it is further adjudged, ordered and decreed that the plaintiff recover of Malinda L. Legg fifty one dollars and fifty one cents (\$51.51) costs of the former suit mentioned in the pleadings in this cause, and the following sums with interest thereon as following, to-wit: \$15.00, with interest from May 17, 1895; \$15.00, with interest from Nov. 17, 1895; \$15.00, with interest from May 17, 1896; \$15.00 with interest from Nov. 17, 1896; \$15.00, with interest from May 17, 1897; \$15.00, with interest from Nov. 17, 1897; \$15.00, with interest from May 17, 1898; \$15.00, with interest from Nov. 17, 1898; \$15.00 with interest from May 17, 1899; \$15.00, with interest from Nov. 17, 1899; \$15.00, with interest from May 17, 1900; \$15.00, with interest from Nov. 17, 1900; \$15.00, with interest from May 17, 1901; and \$15.00, with interest from Nov. 16, 1901; but the said sum of fifty one dollars and fifty-one cents (\$51.51) ~~costs~~, are the same as were decreed against the said defendant, Malinda L. Legg, by the decree of November 17, 1894, referred to in the bill and proceedings in this cause.

And it is further adjudged, ordered and decreed that the sums here decreed for against the defendant, Malinda L. Legg, are liens upon the tract of land conveyed to her by B. W. Barker and wife by deed dated January 1, 1875, of record in the Lee County Court Clerk's Office, a copy of which is filed as Exhibit "E" with the original bill in this cause; and that the sums here decreed against the defendant, Elizabeth R. Smith, are liens on so much of the tract of land which was conveyed by B. W. Barker and wife to the defendant, Elizabeth R. Smith, formerly Barker, by deed dated January 1, 1875, and filed as exhibit "D" with the original bill in this cause, and was conveyed,

or attempted to be conveyed by Elizabeth R. Smith to J. K. P. Legg by deed dated November 4, 1886, and recorded in Lee County, D. B. 22, page 77, a copy of which is filed with the last amended bill in this cause as exhibit "Z", the court being of the opinion that the last named deed did not so convey the interest of said Elizabeth R. Smith to said J. K. P. Legg, as to be constructive notice to creditors of said Elizabeth R. Smith.

And it is further adjudged, ordered and decreed that unless the respective sums herein decreed for shall be paid within thirty days from this date, then R. T. Irvine, who is hereby appointed special commissioner for that purpose, shall expose the aforesaid lands for sale to satisfy said debts, or so much thereof of each of said tracts as may be necessary to satisfy the sums here decreed against each respectively, since it appears from the evidence in this cause that neither of said tracts of land would rent for enough for enough in five years to pay off the liens here decreed against the same; said sale shall be held at public outcry at the front door of the Court-house of Lee County after advertisement thereof for at least ~~30~~³⁰ days by written notices posted one at the front door of the court house, and at one or more places in the vicinity of the lands involved; the terms of sale shall be one-third cash in hand paid, balance in one and two years from date of sale, purchaser to execute his note with personal security, payable to commissioner, and bearing interest from date, and said commissioner shall also retain the title to said lands to further secure said deferred payments; before acting under this decree said Irvine shall execute bond before the clerk of this court conditioned as the law directs under penalty of one thousand dollars (\$1000.00).

And it is further adjudged, ordered and decreed that the said decree of November 17, 1894, is and shall remain in full force and effect, and the plaintiff herein shall so long as she lives recover thirty dollars (\$30.00) per annum from each of said defendants Elizabeth R. Smith and Malinda L. Legg, payable semiannually on May 17, and November 17, respectively, and unless so paid execution may issue therefor.

A copy,

Teste: H. S. Ewing, Clerk.

E. Elizabeth Barker, Plff.
vs In Chancery
Elizabeth R. Smith et al. Defs

"m"

Copy

Clerk \$1.25 P^{ts}-
by J. K. P. Legg-

March 24 1902

Lee Circuit Court

vs. Elizabeth Barker

Elizabeth R. Smith & als

In chancery

This cause coming on to be heard before the Judge of the Circuit Court of Lee County Virginia in vacation at his residence at Big Stone Gap Virginia, on Saturday March 22nd 1902 upon motion of the Plaintiff to confirm the sale made by R. T. Irvine Special Commissioner at the February Term 1902 of the County Court of Lee County a report of which sale was filed in this cause by said Irvine on the 18th day of February 1902 was argued by Counsel and it appearing from returns made and filed before said Judge that notice of this motion was served on March 15th 1902 on the Counsel of the non resident defendants S. L. Smith and Elizabeth R. Smith and notice was personally served on the resident defendants Malinda L. Legg and J. K. P. Legg on March 12th 1902 which notice the Court deems reasonable and sufficient and no cause being shown against the Confirmation of said report and sale; it is therefore adjudged ordered and decreed that said report be and is hereby approved and confirmed. Said report sets forth that the said Special Commissioner having given the

2) bond as required by him and having advertised the sale of said lands in all respects as required by the decree for sale of said lands rendered herein at the March term 1901 and no part of the sums decreed for having been paid he sold the two tracts of land in the bill and proceedings mentioned at the front door of the Court house of Lee County on February 17 1902 that being the first day of the February term of the County Court of said County at which sale E.S. Flanary became the purchaser of both parcels of said land his bid for the tract conveyed by B.W. Barker and wife to Malinda Legg by deed dated January 1st 1875 being \$130.00 And the bid for the second of said tracts being the land which was conveyed by Elizabeth R Smith to J.K. Legg by deed dated November 4 1886 and recorded in Lee County D.B. 22 Page 77 being \$200.00 making a total purchase price of \$330.00. of which sum \$110.00 was paid in Cash and the purchaser executed his ~~two~~ notes payable to the Commissioner each bearing date February 17th 1902 and due in one and two years from date respectively bearing interest from date with personal security and the Commissioner to retain the title to said land to further secure said sum of purchase money. Upon consideration of all which and no exceptions being filed to said report it is adjudged

3) Ordered and decreed that the action of said Commissioner and his report thereon be and they are hereby ~~ratified~~ ratified and confirmed. The said Commissioner shall pay out the costs to those entitled thereto out of the Cash payment in his hands and shall account to the plaintiff for the residue and shall collect the deferred purchase money notes as they become due and account to the plaintiff for the proceeds and when the purchase money is fully paid said Commissioner shall execute a deed to the purchaser with Covenants of Special Warranty and shall report his actions hereunder to the Circuit Court of Lee County at a future term thereof and this Cause is continued. To
A.B. Muncy Clerk

Lee County Va. } H.A.W. Skene Judge
Lee Circuit Court

A Copy

Teste A.B. Muncy Clerk

A Copy Teste: H.C.P. Ewing,
Clerk.

J. H. P. Legg et al
ado { Copy of
Order
confirming
Sale to
E. S. Hanary

Elizabeth R. Smith

Exhibit "N"

The Commonwealth of Virginia, *

To the Sheriff of the County of Lee, Greeting:

^{again}
WE COMMAND YOU, That you summon *J. K. P. Legg, U. S. Grant Legg,*
Jane Gates, E. J. Gates, N. A. M. K. Morris,
Irvine Morris, Dora B. Witt, Emmerson Witt,
Cora M. Huff, W. M. Huff and Samuel L.
Smith,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *1st* Monday in *August* 190*7*, to answer a bill in chancery exhibited against *Them*
by Elizabeth Smith,

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *9th*
day of *July*, 190*7*, and 1*32* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Elizabeth Smith

VS

SUBPOENA
IN
CHANCERY

J. K. P. Legg, et al.

Mathew &
Duncan p. q.

To 1st August Rules
Circuit Court
1707.

50¢ of shff.

executed by
delivering a true
copy of the within
to Samuel L. Smith
this July 13. 1707
J. F. Hughes D. L.
for J. M. Ball
& L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. K. P. Legg, U. S. Grant
Legg, Jane Gates, E. J. Gates, Nervista M. K. Mor-
ris, Irine Morris, Dora B. Witt, Emerson Witt,
Leora M. Huff, W. M. Huff and Samuel L. Smith,*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on

the *1st* Monday in *May*, 190*7*, to answer a bill in chancery exhibited against *them*
by Elizabeth Smith.

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *1st*

day of *May*, 190*7*, and 1*31* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

_____, Clerk

Executed on the 4th day of May, 1907, by delivering true copies of the within summons to J.K.P. Legg, U.S. Grant Legg, James Gates, E.J. Gates, Nervesta M.K. Morris, Irvine Morris, Dora B. Witt, Emmerson Witt, Cora M. Huff, W.M. Huff, in person in Lee county; and the said Samuel L. Smith not being found at his usual place of abode, I executed the within process as to him by delivering a true copy of the within summons to Elizabeth Smith, the wife of the said Samuel L. Smith, she being a member of his family over the age of 16 years, and explaining to her the purport of said summons.

J. J. Hughes D.S.
For P. M. Ball, S.L.C.

Elizabeth Smith

SUBPOENA
IN
CHANCERY

VS

J. K. P. Legg, et al.

U.S. Matthews
& C. L. Duncan, - p. q.

Rules

To 1st May

Court

Leicester
1907

\$220
550
750
600

Elizabeth P. Smith
vs & In Choy
J. K. P. Legg.

Decree final Dec. Term
1907

THE GLOBE CRUSHED ENVELOPE.
SIZE 10-2.